

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

RUTH MILLER and GALEN G. SWINGEN,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL NO. 1:19-CV-49
)	
AARP SERVICES, INC., AARP, INC., AARP)	ACTION FOR DAMAGES,
OF THE VIRGIN ISLANDS, INC., GRUPO)	BREACH OF CONTRACT, BAD
COOPERATIVO SEGUROS MULTIPLES,)	FAITH, BREACH OF DUTY OF
COOPERATIVA DE SEGUROS MÚLTIPLES)	GOOD FAITH AND FAIR
OF PUERTO RICO, OVERSEAS INSURANCE)	DEALING, BREACH OF
AGENCY, INC., SEDGWICK CLAIMS)	FIDUCIARY DUTY, DECEPTIVE
MANAGEMENT SERVICES, INC.,)	TRADE PRACTICES, FRAUD
VERICLAIM, INC., and RUSSELL RAGSDALE,)	AND MISREPRESENTATION
)	
Defendants.)	
)	
_____)	

NOTICE TO THE COURT

COMES NOW Plaintiffs, Ruth Miller and Galen Swingen, by and through their undersigned counsel, and give Notice to the Court of their inability to comply with the Court's Order requiring the filing of motions and/or stipulations of dismissal of this matter by June 30, 2023, due to the Defendants failure to agree to release language consistent with, but not beyond, the written and executed Mediation Settlement Agreement executed a month ago. The AARP and Adjuster Defendants are insisting upon language in the general release requiring Plaintiffs to refrain from certain activity (not involving any confidential matters) regarding the case which was never even raised or discussed during the three-day mediation sessions, let alone agreed to.

These Defendants did not provide their first draft of the proposed release until June 14, 2023. Plaintiffs responded with their revisions, which deleted the clauses

which had not been agreed to, on June 18, 2023. On June 23, 2023, Plaintiffs' counsel wrote to these Defendants, asking that the revised release be provided immediately.

However, these Defendants did not respond again until June 27, 2023, with their second draft of the proposed release. Incredibly, their second draft continued to contain the terms not even discussed at settlement, despite being advised that Plaintiffs did not and will not agree to them. On June 28, 2023, Plaintiffs' counsel again wrote to these Defendants, demanding that the inappropriate terms be removed from the proposed release. Plaintiffs have not heard back from these Defendants since that time.

Plaintiffs have requested the assistance of the mediator in achieving release language that is consistent with, and not beyond, the language of the mediation settlement agreement. If needed, Plaintiffs may have to request the intervention of the Court to accomplish the same.

Plaintiffs have also been attempting to finalize the release language with Defendant, Grupo. This Defendant originally sent their first draft of the proposed release for this portion of the case on June 7, 2023. Plaintiffs sent their original edits to the release language back to this Defendant on June 9, 2023. On June 13, 2023, Plaintiffs' counsel spoke with Defendant, Grupo's counsel telephonically regarding Plaintiffs' additional requested edits to the release language.

On June 23, 2023, Plaintiffs' counsel wrote to Defendant Grupo's counsel requesting that the finalized revised release be sent as soon as possible. To date, Plaintiffs have not heard back from Defendant, Grupo, regarding the revised release.

Again, Plaintiffs have requested the assistance of the mediator in finalizing the release language as to this Defendant. Plaintiffs may have to request the assistance of the Court to accomplish the same.

LAW OFFICES OF PAMELA LYNN COLON, LLC
Attorney for Plaintiffs

DATED: June 30, 2023

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